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20 **UNITED STATES DISTRICT COURT**  
 21 **DISTRICT OF NEVADA**

22 **TESLA, INC.**, a Delaware corporation,  
 23 **Plaintiff,**  
 24 **v.**  
 25 **MARTIN TRIPP**, an individual,  
 26 **Defendant.**

27 **AND RELATED COUNTERCLAIM**  
 28

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| COUNSEL/PARTIES OF RECORD  |                                    |
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| CLERK US DISTRICT COURT<br>DISTRICT OF NEVADA  |                                    |
| BY: _____  | DEPUTY _____                       |

Case No.: 3:18-cv-00296-LRH-CBC

**~~PROPOSED~~ PROTECTIVE ORDER  
 REGARDING THE DISCLOSURE AND  
 USE OF DISCOVERY MATERIAL**

[PROPOSED] PROTECTIVE ORDER

1 Plaintiff Tesla, Inc. ("Plaintiff") and Defendant Martin Tripp ("Defendant") anticipate that  
2 documents, testimony, or information containing or reflecting confidential, proprietary, trade  
3 secret, and/or commercially sensitive information are likely to be disclosed or produced during the  
4 course of discovery, initial disclosures, and supplemental disclosures in this case and request that  
5 the Court enter this Order setting forth the conditions for treating, obtaining, and using such  
6 information.

7 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court finds good cause  
8 for the following [Proposed] Protective Order Regarding the Disclosure and Use of Discovery  
9 Material ("Order" or "Protective Order").

10 **1. PURPOSES AND LIMITATIONS**

11 (a) Protected Material designated under the terms of this Protective Order shall  
12 be used by a Receiving Party solely for this case and shall not be used directly or indirectly for any  
13 other purpose whatsoever.

14 (b) The Parties acknowledge that this Order does not confer blanket protections  
15 on all disclosures during discovery. Designations under this Order shall be made with care and  
16 shall not be made absent a good faith belief that the designated material satisfies the criteria set  
17 forth below. If it comes to a Producing Party's attention that designated material does not qualify  
18 for protection at all, or does not qualify for the level of protection initially asserted, the Producing  
19 Party must promptly notify all other Parties that it is withdrawing or changing the designation.

20 **2. DEFINITIONS**

21 (a) "Discovery Material" means all items or information, including from any  
22 non-party, regardless of the medium or manner generated, stored, or maintained (including, among  
23 other things, testimony, transcripts, or tangible things) that are produced, disclosed, or generated in  
24 connection with discovery or Rule 26(a) disclosures in this case.

25 (b) "Outside Counsel" means (i) outside counsel who appear on the pleadings as  
26 counsel for a Party and (ii) partners, associates, and staff of such counsel to whom it is reasonably  
27 necessary to disclose the information for this litigation.

28

1 (c) "Party" means any party to this case, including all of its officers, directors,  
2 employees, consultants, retained experts, and outside counsel and their support staffs.

3 (d) "Producing Party" means any Party or non-party that discloses or produces  
4 any Discovery Material in this case. In addition, any Party shall be entitled to designate as  
5 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" any of its  
6 confidential, proprietary, and/or commercially sensitive information in the other Party's possession,  
7 custody, or control and shall be considered a "Producing Party" in such instances.

8 (e) "Protected Material" means any Discovery Material that is designated as  
9 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY," as provided for in  
10 this Order. Protected Material shall not include: (i) advertising materials that have been actually  
11 published or publicly disseminated; and (ii) materials that show on their face they have been  
12 disseminated to the public.

13 (f) "Receiving Party" means any Party who receives Discovery Material from a  
14 Producing Party.

15 3. **COMPUTATION OF TIME**

16 The computation of any period of time prescribed or allowed by this Order shall be  
17 governed by the provisions for computing time set forth in Federal Rule of Civil Procedure 6.

18 4. **SCOPE**

19 (a) The protections conferred by this Order cover not only Discovery Material  
20 governed by this Order as addressed herein, but also any information copied or extracted therefrom,  
21 as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations,  
22 or presentations by Parties or their counsel in court or in other settings that might reveal Protected  
23 Material.

24 (b) Nothing in this Protective Order shall prevent or restrict a Producing Party's  
25 own disclosure or use of its own Protected Material for any purpose, and nothing in this Order shall  
26 preclude any Producing Party from showing its Protected Material to an individual who prepared  
27 the Protected Material. Further, nothing in this Protective Order shall prevent or restrict Plaintiff's  
28

1 own disclosure or use for any purpose of material in Defendant's possession, custody, or control  
2 that contains, reflects, or was derived from Plaintiff's Protected Material.

3 (c) Nothing in this Order shall be construed to prejudice any Party's right to use  
4 any Protected Material in court or in any court filing with the consent of the Producing Party or by  
5 order of the Court.

6 (d) This Order is without prejudice to the right of any Party to seek further or  
7 additional protection of any Discovery Material or to modify this Order in any way including,  
8 without limitation, an order that certain matter not be produced at all.

9 **5. DURATION**

10 Even after the termination of this case, the confidentiality obligations imposed by this Order  
11 shall remain in effect until a Producing Party agrees otherwise in writing or a court order otherwise  
12 directs.

13 **6. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 (a) **Basic Principles.** All Protected Material shall be used solely for this case or  
15 any related appellate proceeding, and not for any other purpose whatsoever, including without  
16 limitation any other litigation, patent prosecution or acquisition, patent reexamination or reissue  
17 proceedings, or any business or competitive purpose or function. Protected Material shall not be  
18 distributed, disclosed or made available to anyone except as expressly provided in this Order.

19 (b) **Secure Storage. No Export.** Protected Material must be stored and  
20 maintained by a Receiving Party in a secure manner that ensures that access is limited to the  
21 persons authorized under this Order. To ensure compliance with applicable United States Export  
22 Administration Regulations, Protected Material designated "CONFIDENTIAL – ATTORNEYS'  
23 EYES ONLY" may not be exported outside the United States or released to any foreign national  
24 (even if within the United States).

25 (c) **Legal Advice Based on Protected Material.** Nothing in this Protective Order  
26 shall be construed to prevent counsel from advising their clients with respect to this case based in  
27 whole or in part upon Protected Material, provided counsel does not disclose the Protected Material  
28 itself except as provided in this Order.

1 (d) Limitations. Nothing in this Order shall restrict in any way a Producing  
2 Party's use or disclosure of its own Protected Material. Nothing in this Order shall restrict in any  
3 way the use or disclosure of Discovery Material by a Receiving Party: (i) that is or has become  
4 publicly known through no fault of the Receiving Party; (ii) that is lawfully acquired by or known  
5 to the Receiving Party independent of the Producing Party; (iii) previously produced, disclosed  
6 and/or provided by the Producing Party to the Receiving Party or a non-party without an obligation  
7 of confidentiality and not by inadvertence or mistake; (iv) with the consent of the Producing Party;  
8 or (v) pursuant to order of the Court.

9 7. DESIGNATING PROTECTED MATERIAL

10 (a) Available Designations. Any Producing Party may designate Discovery  
11 Material with any of the following designations, provided that it meets the requirements for such  
12 designations as provided for herein: "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS'  
13 EYES ONLY."

14 (b) Written Discovery and Documents and Tangible Things. Written discovery,  
15 documents (which include "electronically stored information," as that phrase is used in Federal  
16 Rule of Procedure 34), and tangible things that meet the requirements for the confidentiality  
17 designations listed in Paragraph 7(a) may be so designated by placing the appropriate designation  
18 on every page of the written material prior to production. For digital files being produced, the  
19 Producing Party may mark each viewable page or image with the appropriate designation, and  
20 mark the medium, container, and/or communication in which the digital files were contained. In  
21 the event that original documents are produced for inspection, the original documents shall be  
22 presumed "CONFIDENTIAL – ATTORNEYS' EYES ONLY" during the inspection and  
23 re-designated, as appropriate during the copying process.

24 (c) Native Files. Where electronic files and documents are produced in native  
25 electronic format, such electronic files and documents shall be designated for protection under this  
26 Order by appending to the file names or designators information indicating whether the file  
27 contains "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" material, or  
28 shall use any other reasonable method for so designating Protected Material produced in electronic

1 format. When electronic files or documents are printed for use at deposition, in a court proceeding,  
2 or for provision in printed form to an expert or consultant, the party printing the electronic files or  
3 documents shall affix a legend to the printed document corresponding to the designation of the  
4 Designating Party and including the production number and designation associated with the native  
5 file. No one shall seek to use in this litigation a .tiff, .pdf or other image format version of a  
6 document produced in native file format without first (1) providing a copy of the image format  
7 version to the Producing Party so that the Producing Party can review the image to ensure that no  
8 information has been altered, and (2) obtaining the consent of the Producing Party, which consent  
9 shall not be unreasonably withheld.

10 (d) Depositions and Testimony. Parties or testifying persons or entities may  
11 designate depositions and other testimony with the appropriate designation by indicating on the  
12 record at the time the testimony is given or by sending written notice of how portions of the  
13 transcript of the testimony is designated within thirty (30) days of receipt of the final transcript of  
14 the testimony. If no indication on the record is made, all information disclosed during a deposition  
15 shall be deemed "CONFIDENTIAL" until the time within which it may be appropriately  
16 designated as provided for herein has passed. Any Protected Material that is used in the taking of a  
17 deposition shall remain subject to the provisions of this Protective Order, along with the transcript  
18 pages of the deposition testimony dealing with such Protected Material. In such cases the court  
19 reporter shall be informed of this Protective Order and shall be required to operate in a manner  
20 consistent with this Protective Order. In the event the deposition is videotaped, the original and all  
21 copies of the videotape shall be marked by the video technician to indicate that the contents of the  
22 videotape are subject to this Protective Order, substantially along the lines of "This videotape  
23 contains confidential testimony used in this case and is not to be viewed or the contents thereof to  
24 be displayed or revealed except pursuant to the terms of the operative Protective Order in this  
25 matter or pursuant to written stipulation of the parties." Counsel for any Producing Party shall  
26 have the right to exclude from oral depositions, other than the deponent, deponent's counsel, the  
27 reporter and videographer (if any), any person who is not authorized by this Protective Order to  
28 receive or access Protected Material based on the designation of such Protected Material. Such

1 right of exclusion shall be applicable only during periods of examination or testimony regarding  
2 such Protected Material.

3 **8. DISCOVERY MATERIAL DESIGNATED AS "CONFIDENTIAL"**

4 (a) A Producing Party may designate Discovery Material as  
5 "CONFIDENTIAL" if it contains or reflects confidential, proprietary, and/or commercially  
6 sensitive information of any party.

7 (b) Plaintiff hereby designates as "CONFIDENTIAL" the following information  
8 disclosed by Defendant: TRIPP000001-TRIPP000933. Defendant agrees that all information  
9 designated as "CONFIDENTIAL" pursuant to this paragraph constitutes Protected Material and  
10 that Defendant shall henceforth treat all such material as "CONFIDENTIAL" in accordance with  
11 Paragraph 8(c). Nothing in this paragraph shall limit Plaintiff's ability to designate additional  
12 information disclosed by Defendant as "CONFIDENTIAL."

13 (c) Unless otherwise ordered by the Court, Discovery Material designated as  
14 "CONFIDENTIAL" may be disclosed only to the following:

15 (i) The Receiving Party and the Receiving Party's in-house and Outside  
16 Counsel, such counsel's immediate paralegals and staff, and any copying or clerical litigation  
17 support services working at the direction of such counsel, paralegals, and staff;

18 (ii) Current employees of the Receiving Party with whom that Party's  
19 in-house or Outside Counsel need to consult for purposes of this litigation;

20 (iii) Any outside expert or consultant retained by the Receiving Party to  
21 assist in this action, provided that disclosure is only to the extent necessary to perform such work;  
22 and provided that: (a) such expert or consultant has agreed to be bound by the provisions of the  
23 Protective Order by signing a copy of Exhibit A; (b) such expert or consultant is not a current  
24 officer, director, or employee of a Party or of a competitor of a Party, nor anticipated at the time of  
25 retention to become an officer, director or employee of a Party or of a competitor of a Party; and  
26 (c) such expert or consultant accesses the materials in the United States only, and does not transport  
27 them to or access them from any foreign jurisdiction;  
28

1 (iv) Court reporters, stenographers and videographers retained to record  
2 testimony taken in this action;

3 (v) The Court, jury, and court personnel;

4 (vi) Graphics, translation, design, and/or trial consulting personnel,  
5 having first agreed to be bound by the provisions of the Protective Order by signing a copy of  
6 Exhibit A;

7 (vii) Mock jurors who have signed an undertaking or agreement agreeing  
8 not to publicly disclose Protected Material and to keep any information concerning Protected  
9 Material confidential;

10 (viii) Any mediator who is assigned to hear this matter, and his or her staff,  
11 subject to their agreement to maintain confidentiality to the same degree as required by this  
12 Protective Order; and

13 (ix) Any other person with the prior written consent of the Producing  
14 Party.

15 9. **DISCOVERY MATERIAL DESIGNATED AS "CONFIDENTIAL –**  
16 **ATTORNEYS' EYES ONLY"**

17 (a) A Producing Party may designate Discovery Material as  
18 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" if it contains or reveals highly confidential  
19 trade secrets, proprietary business information, or nonpublic personal, medical, client, or customer  
20 information that the Producing Party reasonably believes would create a substantial risk of serious  
21 economic harm, competitive disadvantage, or other injury if disclosed to persons other than those  
22 permitted to receive Discovery Material designated "HIGHLY CONFIDENTIAL – ATTORNEYS'  
23 EYES ONLY" pursuant to this Order, and such risk cannot be avoided by less restrictive means.

24 (b) Unless otherwise ordered by the Court, Discovery Material designated as  
25 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" may be disclosed only to:

26 (i) The Receiving Party's Outside Counsel, provided that such Outside  
27 Counsel is not involved in competitive decision-making, as defined by *U.S. Steel v. United States*,  
28 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of a Party or a competitor of a Party, and such



1 Outside Counsel's immediate paralegals and staff, and any copying or clerical litigation support  
2 services working at the direction of such counsel, paralegals, and staff;

3 (ii) In-house counsel of the Receiving Party, as well as their immediate  
4 paralegals and staff to whom disclosure is reasonably necessary for this case;

5 (iii) Any outside expert or consultant retained by the Receiving Party to  
6 assist in this action, provided that disclosure is only to the extent necessary to perform such work;  
7 and provided that: (a) such expert or consultant has agreed to be bound by the provisions of the  
8 Protective Order by signing a copy of Exhibit A; (b) such expert or consultant is not a current  
9 officer, director, or employee of a Party or of a competitor of a Party, nor anticipated at the time of  
10 retention to become an officer, director, or employee of a Party or of a competitor of a Party;  
11 (c) such expert or consultant is not involved in competitive decision-making, as defined by *U.S.*  
12 *Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of a Party or a  
13 competitor of a Party; and (d) such expert or consultant accesses the materials in the United States  
14 only, and does not transport them to or access them from any foreign jurisdiction;

15 (iv) Court reporters, stenographers and videographers retained to record  
16 testimony taken in this action;

17 (v) The Court, jury, and court personnel;

18 (vi) Graphics, translation, design, and/or trial consulting personnel,  
19 having first agreed to be bound by the provisions of the Protective Order by signing a copy of  
20 Exhibit A;

21 (vii) Any mediator who is assigned to hear this matter, and his or her staff,  
22 subject to their agreement to maintain confidentiality to the same degree as required by this  
23 Protective Order;

24 (viii) Any other person with the prior written consent of the Producing  
25 Party; and

26 (ix) The Defendant, provided that disclosure is only to the extent  
27 necessary to assist Outside Counsel in the defense or prosecution of this case; and provided that:  
28 (a) such disclosure is in person in the offices of Defendant's Outside Counsel; (b) such disclosure is

1 in the presence of Outside Counsel or an expert/consultant to whom disclosure is permitted under  
2 Paragraph 9(b)(iii) of the Order; and (c) Defendant is not permitted to photograph, duplicate, retain  
3 copies of, or otherwise reproduce any Discovery Material designated as "CONFIDENTIAL –  
4 ATTORNEYS' EYES ONLY."

5 **10. CHALLENGING DESIGNATIONS OF PROTECTED MATERIAL**

6 (a) A Party shall not be obligated to challenge the propriety of any designation  
7 of Discovery Material under this Order at the time the designation is made, and a failure to do so  
8 shall not preclude a subsequent challenge thereto.

9 (b) Any challenge to a designation of Discovery Material under this Order shall  
10 be written, shall be served on outside counsel for the Producing Party, shall particularly identify the  
11 documents or information that the Receiving Party contends should be differently designated, and  
12 shall state the grounds for the objection. Thereafter, further protection of such material shall be  
13 resolved in accordance with the following procedures:

14 (i) The objecting Party shall have the burden of conferring either in  
15 person, in writing, or by telephone with the Producing Party claiming protection (as well as any  
16 other interested party) in a good faith effort to resolve the dispute. The Producing Party shall have  
17 the burden of justifying the disputed designation;

18 (ii) Failing agreement, the Receiving Party may bring a motion to the  
19 Court for a ruling that the Discovery Material in question is not entitled to the status and protection  
20 of the Producing Party's designation. The Parties' entry into this Order shall not preclude or  
21 prejudice either Party from arguing for or against any designation, establish any presumption that a  
22 particular designation is valid, or alter the burden of proof that would otherwise apply in a dispute  
23 over discovery or disclosure of information;

24 (iii) Notwithstanding any challenge to a designation, the Discovery  
25 Material in question shall continue to be treated as designated under this Order until one of the  
26 following occurs: (a) the Party who designated the Discovery Material in question withdraws such  
27 designation in writing; or (b) the Court rules that the Discovery Material in question is not entitled  
28 to the designation.

1           **11.    SUBPOENAS OR COURT ORDERS**

2           If at any time Protected Material is subpoenaed by any court, arbitral, administrative, or  
3 legislative body or by other process or order, the Party to whom the subpoena or other request is  
4 directed shall immediately give prompt written notice thereof to every Party who has produced  
5 such Discovery Material and to its counsel, shall furnish counsel for each such Party with a copy of  
6 said subpoena or other process or order, and shall provide each such Party with an opportunity to  
7 move for a protective order regarding the production of Protected Material implicated by the  
8 subpoena or other process or order.

9           **12.    FILING PROTECTED MATERIAL**

10           (a)    Without written permission from the Producing Party or a court order  
11 secured after appropriate notice to all interested persons, a Party may not file in the public record in  
12 this action any Protected Material. A Party that seeks to file under seal any Protected Material  
13 must comply with LR 1A 10-5.

14           **13.    INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL**

15           (a)    The inadvertent production by a Party of Discovery Material subject to the  
16 attorney-client privilege, work-product protection, or any other applicable privilege or protection,  
17 despite the Producing Party's reasonable efforts to prescreen such Discovery Material prior to  
18 production, will not waive the applicable privilege and/or protection if a request for return of such  
19 inadvertently produced Discovery Material is made promptly after the Producing Party learns of its  
20 inadvertent production.

21           (b)    Upon a request from any Producing Party who has inadvertently produced  
22 Discovery Material that it believes is privileged and/or protected, each Receiving Party shall  
23 immediately return or destroy such Protected Material or Discovery Material and any copies  
24 thereof and promptly notify the Producing Party of the return/destruction within two (2) business  
25 days of receipt of notice, must not use or disclose information contained therein, and must take  
26 reasonable steps to retrieve the specified such Protected Material or Discovery Material if the  
27 requesting party disclosed it before being notified.

28

1 (c) Nothing herein shall prevent the Receiving Party from preparing a record for  
2 its own use containing the date, author, addresses, and topic of the inadvertently produced  
3 Discovery Material and such other information as is reasonably necessary to identify the Discovery  
4 Material and describe its nature to the Court in any motion to compel production of the Discovery  
5 Material.

6 **14. INADVERTENT FAILURE TO DESIGNATE PROPERLY**

7 (a) The inadvertent failure by a Producing Party to designate Discovery Material  
8 as Protected Material with one of the designations provided for under this Order shall not waive  
9 any such designation provided that the Producing Party notifies all Receiving Parties that such  
10 Discovery Material is protected under one of the categories of this Order within fourteen (14) days  
11 of the Producing Party learning of the inadvertent failure to designate. The Producing Party shall  
12 reproduce the Protected Material with the correct confidentiality designation within seven (7) days  
13 upon its notification to the Receiving Parties. Upon receiving the Protected Material with the  
14 correct confidentiality designation, the Receiving Parties shall return or securely destroy, at the  
15 Producing Party's option, all Discovery Material that was not designated properly and promptly  
16 notify the Producing Party of the return and/or destruction within two (2) business days of receipt  
17 of notice.

18 (b) A Receiving Party shall not be in breach of this Order for any use of such  
19 Discovery Material before the Receiving Party receives such notice that such Discovery Material is  
20 protected under one of the categories of this Order, unless an objectively reasonable person would  
21 have realized that the Discovery Material should have been appropriately designated with a  
22 confidentiality designation under this Order. Once a Receiving Party has received notification of  
23 the correct confidentiality designation for the Protected Material with the correct confidentiality  
24 designation, the Receiving Party shall treat such Discovery Material at the appropriately designated  
25 level pursuant to the terms of this Order.

26 **15. INADVERTENT DISCLOSURE NOT AUTHORIZED BY ORDER**

27 (a) In the event of a disclosure of any Discovery Material pursuant to this Order  
28 to any person or persons not authorized to receive such disclosure under this Protective Order, the

1 Party responsible for having made such disclosure, and each Party with knowledge thereof, shall  
2 immediately notify counsel for the Producing Party whose Discovery Material has been disclosed  
3 and provide to such counsel all known relevant information concerning the nature and  
4 circumstances of the disclosure. The responsible disclosing Party shall also promptly take all  
5 reasonable measures to retrieve the improperly disclosed Discovery Material and to ensure that no  
6 further or greater unauthorized disclosure and/or use thereof is made.

7 (b) Unauthorized or inadvertent disclosure does not change the status of  
8 Discovery Material or waive the right to hold the disclosed document or information as Protected.

9 **16. FINAL DISPOSITION**

10 (a) Not later than ninety (90) days after the Final Disposition of this case, each  
11 Party shall return all Discovery Material of a Producing Party to the respective outside counsel of  
12 the Producing Party or destroy such Material, at the option of the Producing Party. For purposes of  
13 this Order, "Final Disposition" occurs after an order, mandate, or dismissal finally terminating the  
14 above-captioned action with prejudice, including all appeals.

15 (b) All Parties that have received any such Discovery Material shall certify in  
16 writing that all such materials have been returned to the respective outside counsel of the Producing  
17 Party or destroyed. Notwithstanding the provisions for return of Discovery Material, outside  
18 counsel may retain one set of pleadings, motion or other court papers, trial, deposition, and hearing  
19 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
20 work product, and consultant and expert work product (but not document productions) for archival  
21 purposes. Any such archival copies remain subject to this Order.

22 **17. MISCELLANEOUS**

23 (a) Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future. By stipulating to this Order, the Parties  
25 do not waive the right to argue that certain material may require additional or different  
26 confidentiality protections than those set forth herein.

1 (b) Termination of Matter and Retention of Jurisdiction. The Parties agree that  
2 the terms of this Protective Order shall survive and remain in effect after the Final Determination of  
3 the above-captioned matter.

4 (c) Successors. This Order shall be binding upon the Parties hereto, their  
5 attorneys, and their successors, executors, personal representatives, administrators, heirs, legal  
6 representatives, assigns, subsidiaries, divisions, employees, agents, retained consultants and  
7 experts, and any persons or organizations over which they have direct control.

8 (d) Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order, no Party waives any right it otherwise would have to object to disclosing or  
10 producing any information or item. Similarly, no Party waives any right to object on any ground to  
11 use in evidence of any of the material covered by this Protective Order. This Order shall not  
12 constitute a waiver of the right of any Party to claim in this action or otherwise that any Discovery  
13 Material, or any portion thereof, is privileged or otherwise non-discoverable, or is not admissible in  
14 evidence in this action or any other proceeding.

15 (e) Burdens of Proof. Notwithstanding anything to the contrary above, nothing  
16 in this Protective Order shall be construed to change the burdens of proof or legal standards  
17 applicable in disputes regarding whether particular Discovery Material is confidential, which level  
18 of confidentiality is appropriate, whether disclosure should be restricted, and if so, what restrictions  
19 should apply.

20 (f) Modification by Court. This Order is subject to further court order based  
21 upon public policy or other considerations, and the Court may modify this Order *sua sponte* in the  
22 interests of justice. During the pendency of this litigation, the United States District Court for  
23 District of Nevada is responsible for the interpretation and enforcement of this Order. All disputes  
24 concerning Protected Material, however designated, produced under the protection of this Order  
25 shall, during the pendency of this litigation, be resolved by the United States District Court for the  
26 District of Nevada.

27 (g) Discovery Rules Remain Unchanged. Nothing herein shall alter or change in  
28 any way the discovery provisions of the Federal Rules of Civil Procedure, the Local Rules for the

1 United States District Court for District of Nevada, or the Court's own orders. Identification of any  
2 individual pursuant to this Protective Order does not make that individual available for deposition  
3 or any other form of discovery outside of the restrictions and procedures of the Federal Rules of  
4 Civil Procedure, the Local Rules for the United States District Court for District of Nevada, or the  
5 Court's own orders.

6  
7  
8 Dated: October 10, 2018

Respectfully submitted,

HUESTON HENNIGAN LLP

9  
10 /s/ Allison L. Libeu

Allison L. Libeu

Attorneys for Plaintiff Tesla, Inc.

11  
12  
13 Dated: October 10, 2018

TIFFANY & BOSCO, P.A.

14 /s/ Robert D. Mitchell

Robert D. Mitchell

Attorneys for Defendant Martin Tripp

15  
16  
17  
18 **ORDER**

19 IT IS SO ORDERED

20  
21 

22 UNITED STATES MAGISTRATE JUDGE

23  
24 DATED: 10/11/2018

**EXHIBIT A**

I, \_\_\_\_\_, acknowledge and declare that I have received a copy of the Protective Order ("Order") in *Tesla, Inc. v. Martin Tripp*, United States District Court, District of Nevada, Case No. 3:18-cv-00296-LRH-VPC. Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: \_\_\_\_\_

Present occupation/job description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Company or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

[PROPOSED] PROTECTIVE ORDER